



RECEIVED
Tiger Financial Services

Suite 5500
200 East Randolph Drive
Chicago, Illinois 60601 I. C. C.
(312) 648-4141

MAY 21 1 56 PM '80
FEE OPERATION BR.

RECORDATION NO. 10211 F Filed 1425

MAY 21 1980 - 2 00 PM May 20, 1980

INTERSTATE COMMERCE COMMISSION

Ms. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

0-142A936
No.

Date MAY 21 1980

Fee \$ 10.00

ICC Washington, D.C.

Dear Secretary:

X Please record this Amendment Agreement as recordation number 10211-F pursuant to 49 U.S.C. § 11303(a).

This Amendment Agreement changes certain financing language in a Conditional Sale Agreement which was previously filed as recordation number 10211, and it changes the rental factors in a Lease which was filed as recordation number 10211-A which has been amended once pursuant to an agreement which was filed as recordation number 10211-E. The description of equipment covered by the foregoing documents remains unchanged.

A check in the amount of \$10.00 for the recordation fee is attached.

The name and address of the Lessor is:

The Bank of New York
48 Wall Street
New York, New York 10015

The name and address of the Lessee is:

St. Louis-San Francisco Railway Company
906 Olive Street
St. Louis, Missouri 63101

The name and address of the Agent is:

LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60690

It would be appreciated if the extra executed counterparts of the aforesaid Amendment Agreement bearing the



Tiger Financial Services

Ms. Agatha L. Mergenovich
May 20, 1980
Page 2

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MAY 21 1 56 PM '80

I. O. O.
FEE OPERATION BR.

Commission's filing and recordation stamps would be returned
to the messenger tendering the same.

Very truly yours,

Lawrence R. Grant
Director - Administration

LRG/lmc

Enclosures

RECORDATION NO. 10211-F
MAY 21 1980 -2 00 PM
INTERSTATE COMMERCE COMMISSION

AMENDMENT AGREEMENT dated as of December 1, 1979,

among THE BANK OF NEW YORK (hereinafter in its capacity as owner called the Owner and in its capacity as lessor called Lessor), ST. LOUIS-SAN FRANCISCO RAILWAY CORPORATION (hereinafter in its capacity as builder called Builder and in its capacity as lessee called the Lessee), and LA SALLE NATIONAL BANK (hereinafter called the Agent) acting for TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA (hereinafter called Lender).

WHEREAS the Agent, the Owner and the Builder have entered into a Conditional Sale Reconstruction Agreement dated as of March 1, 1979, (said Conditional Sale and Reconstruction Agreement, being hereinafter called the Conditional Sale Agreement);

WHEREAS the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303(a) on March 19, 1979, and was assigned recordation number 10211;

WHEREAS the Lessor and the Lessee have entered into an Equipment Lease dated as of March 1, 1979, as amended by an Amendment No. 1 dated as of October 15, 1979, a copy of which amendment is attached hereto as Exhibit A (said Lease, as amended, being hereinafter called the Lease);

WHEREAS the Lease was filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. § 11303(a) on March 19, 1979, and was assigned recordation number 10211-A;

WHEREAS the Lender has authorized and instructed the Agent to execute this Amendment as evidenced by its instruction attached hereto as Exhibit B; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

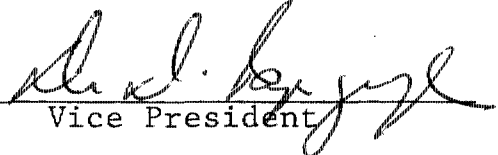
1. The Conditional Sale Agreement is hereby amended by adding to the end Section 5.2 of said Conditional Sale Agreement the following:
"(c) as of the final Equipment Closing with respect to the Reconstructed Equipment the actual original Conditional Sale Indebtedness with respect to the Reconstructed Equipment is \$582,449.56 and with respect to each unit of Reconstructed Equipment the Conditional Sale Indebtedness shall be deemed to be 69.479847% of the Invoiced Purchase Price of such unit of Reconstructed Equipment."
2. The Lease is hereby amended by substituting "6.566%" for "6.507%" where such percentage currently appears in Section 3.3 of the Lease.
3. The Lease is hereby amended by substituting "7.820%" for "7.75%" where such number currently appears in Section 3.3 of the Lease.

4. The Lessor hereby certifies that the rentals, so adjusted pursuant to Section 2 and Section 3 hereof, are sufficient to satisfy the obligations of the Lessor as Owner under the Conditional Sale Agreement.

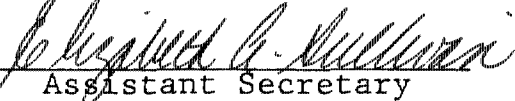
IN WITNESS WHEREOF, the parties hereto have caused their names to be signed hereto by their respective officers thereunto duly authorized, and their respective corporate seals, duly attested, to be hereunto affixed as of the day and year first above written.

SEAL

THE BANK OF NEW YORK

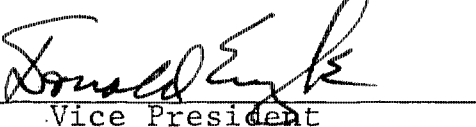
By 
Vice President

Attest:

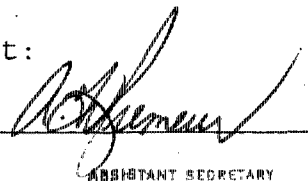
By 
Assistant Secretary

SEAL

ST. LOUIS-SAN FRANCISCO
RAILWAY CORPORATION

By 
Vice President

Attest:

By 
ASSISTANT SECRETARY

SEAL

LA SALLE NATIONAL BANK

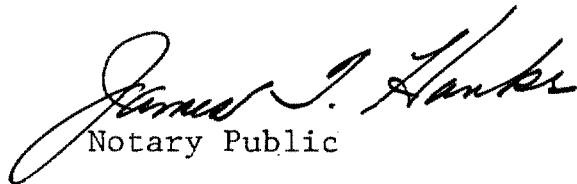
By 
Vice President

Attest:

By 
Assistant Secretary

STATE OF MISSOURI)
) ss.:
CITY OF ST. LOUIS)

On this 2d day of April 1980, before me personally appeared Donald E. Engle, to me personally known, who, being by me duly sworn, says that he is a Vice President of St. Louis-San Francisco Railway Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

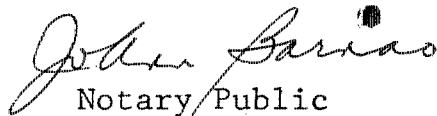
NOTARIAL SEAL

My Commission Expires

June 30, 1980

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 8th day of April 1980, before me personally appeared Dennis D. Papageorge, to me personally known, who, being by me duly sworn, says that he is a Vice President of the Bank of New York, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

NOTARIAL SEAL

My Commission Expires

JO ANN BARNAO
NOTARY PUBLIC, State of New York
No. 31-4704030
Qualified in New York County
Commission Expires March 30, 1981

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this *19th* day of *May* 19~~79~~⁸⁰, before me personally appeared *R. K. WEBER*, to me personally known, who, being by me duly sworn, says that he is a Vice President of LaSalle National Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said national banking association, that said instrument was signed and sealed on behalf of said national banking association, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

Patricia M. Kennedy
Notary Public

NOTARIAL SEAL

My Commission Expires My Commission Expires August 24, 1982

AMENDMENT No. 1 dated as of October 15, 1979 to Equipment Lease dated as of March 1, 1979 (hereinafter called the "Lease"), each between THE BANK OF NEW YORK ("Lessor") and ST. LOUIS-SAN FRANCISCO RAILWAY COMPANY ("Lessee").

Lessor and Lessee have heretofore entered into the Lease and the rights of the Lessor under the Lease have heretofore been assigned to LA SALLE NATIONAL BANK, as Agent, (the "Agent"), pursuant to the Assignment of Lease and Agreement dated as of March 1, 1979 between Lessor and the Agent.

Lessor and Lessee desire to amend the Lease as hereinafter set forth, and the Agent is willing to consent to such amendment as set forth at the foot hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereto agree as follows:

1. § 1 of the Lease is amended by adding the following definition.

"Class A Reconstructed Equipment. The 10 units of Reconstructed Equipment which were reconstructed from Hulks bearing the following serial numbers: R-376 through R-381, inclusive, and R-383 through R-386, inclusive."

2. § 3.3 of the Lease is hereby amended to read in its entirety as follows:

"Base Rent for Reconstructed Equipment. The Lessee shall make rental payments (which payments shall constitute payments of "Base Rent") to the Lessor for the units of the Reconstructed Equipment subject to this Lease in 20 semiannual payments each in an amount equal to the sum of the products of the Purchase Price of each unit of the Reconstructed Equipment multiplied by 6.507%, in the case of Reconstructed Equipment other than Class A Reconstructed Equipment, and by 7.75%, in the case of Class A Reconstructed Equipment, one such payment to be made on each Rent Payment Date until all such payments have been made."

3. § 8.2 of the Lease is amended as follows:

(a) By inserting in three places the words "other than Class A Reconstructed Equipment", such places being (i) after the words "the Equipment" in the second line of clause (c) of the first paragraph thereof; (ii) after the words "Reconstructed Equipment" in the seventh line of clause (c) of the first paragraph thereof; and (iii) after the words "Reconstructed Equipment" in the third line of clause (i) of the second paragraph thereof;

(b) by inserting the words "(except with respect

to units of Class A Reconstructed Equipment)" after the words "Investment Credit" in the third line of clause (a) of the third paragraph thereof; and

(c) by adding the following paragraph at the end of said § 8.2:

"The Lessor agrees that it will elect under section 48(d) of the Code, or any successor law, within the period prescribed in Income Tax Regulation § 1.48-4(f)(2), to treat the Lessee as having acquired the units of Class A Reconstructed Equipment for investment tax credit purposes. The Lessor makes no warranty or representation, express or implied, as to the eligibility of the units of Class A Reconstructed Equipment for investment tax credit or the effectiveness of such election, it being agreed that, as between the Lessor and the Lessee, the Lessee alone shall be responsible for the validity and effectiveness of such election; provided, however, that the Lessor agrees that it will satisfy the provisions of Income Tax Regulation § 1.48-4(j) with respect to the units of Class A Reconstructed Equipment. The Lessor agrees that it will not claim any investment tax credit in

respect of the Class A Reconstructed Equipment and will not take any action which would interfere with the Lessee's entitlement thereto (other than in connection with a sale or other disposition of Class A Reconstructed Equipment after the occurrence of an Event of Default under the Lease)."

4. Schedule III to the Lease is amended by adding a second column under Table B entitled "Class A Reconstructed Equipment" and by changing the heading of the present column under Table B to "Reconstructed Equipment Other Than Class A Equipment". The new column shall read as follows:

<u>Rent Payment Date*</u>	<u>Class A Reconstructed Equipment</u>
1	101.60
2	100.27
3	97.65
4	95.97
5	92.58
6	90.55
7	86.50
8	84.08
9	79.51
10	76.67
11	71.66
12	68.42
13	63.16
14	59.44
15	46.32
16	40.95
17	36.16
18	30.68
19	25.63
20	21.00
21	-
22	-
23	-
24	-

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

[Seal]

Attest:

Elizabeth A. Sullivan

THE BANK OF NEW YORK

By

Chas. E. Ayres

[Seal]

Attest:

[Signature]
ASSISTANT SECRETARY

ST. LOUIS-SAN FRANCISCO RAILWAY
COMPANY

By

Donald S. Engle

Vice President

The foregoing Amendment No. 1 is hereby consented to.

LA SALLE NATIONAL BANK, as Agent

By

[Signature]

VICE PRESIDENT

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 26 day of October, in the year 1979,
before me personally came Deane D. Page, Jr.,
to me known, who being by me duly sworn, did depose and say
that he resides at Bucks County PA
 , that he is Vice President of The
Bank of New York, the corporation described in and which
executed the above instrument; that he knows the seal of
said corporation; that one of the seals affixed to said
instrument is such corporate seal; that it was so affixed
by order of the Board of Directors of said corporation,
and that he signed his name thereto by like order.

Joseph M. Feola 10/26/79
Notary Public

[NOTARIAL SEAL]

JOSEPH M. FEOLA
Notary Public, State of New York
No. 43-4603458
Qualified in Richmond County
Commission Expires March 30, 1981.

STATE OF MISSOURI)
) ss.:
CITY OF ST. LOUIS)

On this 29th day of October, 1979, before me
personally appeared DONALD E. ENGLE, to me
personally known, who, being by me duly sworn, says that he
is a Vice President of St. Louis-San Francisco Rail-
way Company, that one of the seals affixed to the foregoing
instrument is the corporate seal of said corporation, that
said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors, and he
acknowledged that the execution of the foregoing instrument
was the free act and deed of said corporation.

My Commission Expires June 30, 1980

[NOTARIAL SEAL]

James J. Lank
Notary Public

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

TIAA

730 THIRD AVENUE, NEW YORK, N. Y. 10017

(212) 490-9000

INSTRUCTION OF LENDER TO AGENT

LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60690

Attention: Mr. Roland K. Weber
Vice President


Dear Mr. Weber:

Reference is made to a Participation Agreement dated as of March 1, 1979, among St. Louis-San Francisco Railway Company, The Bank of New York, the undersigned, as Lender, and you as Agent. We instruct you to enter into an Amendment Agreement dated as of December 1, 1979, to the Lease and the Conditional Sale Agreement (as defined in the Amendment Agreement) in the form to which this instruction is attached.

Very truly yours,

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA

BY


KENT M. PHILLIPS


TITLE

SECOND VICE PRESIDENT

DATE

5/15/80

BY


FRANK J. PADOS

TITLE

SENIOR VICE PRESIDENT

DATE

Interstate Commerce Commission
Washington, D.C. 20423

5/21/80

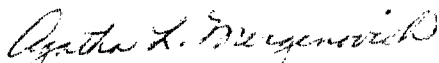
OFFICE OF THE SECRETARY

Lawrence R. Grant
Tiger Financial Service
Suite 5500 200 East Randolph Drive
Chicago, Illinois 60601

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **5/21/80** at **2:00pm**, and assigned re-recording number(s). **10211-F**

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)